

CLEAR Coverage Service Agreement (EFFECTIVE February 23, 2012)

This Agreement governs the CLEAR Coverage service (the “Service”) provided by Guaranty Bank (the “Bank”) and sets out the terms and conditions of that service. This Agreement supplements the terms and conditions of your Account and other agreements between you and the Bank.

Definitions

In this Agreement certain capitalized terms have special meanings:

“Account” means a personal checking account at the Bank.

Your “Account Balance” is the actual dollar balance of your account.

Your “Available Balance” is the portion of your Account Balance that is available for withdrawal or payment of items. Your Account Balance is reduced by: (1) any holds placed on your Account for checks you have deposited or cashed as described in the terms and conditions governing your Account, and (2) any holds placed for debit card transactions that are authorized, but have not cleared your Account.

“CLEAR Coverage Service Charge” is a charge per monthly statement period, payable as provided in this Agreement.

The “Grace Zone” is a defined overdraft limit within which we will pay items in excess of your Account Balance and charge you reduced Negative Balance and Consecutive Day overdrawn fees as provided under the terms of this Agreement. Your Grace Zone will not exceed a specified dollar amount.

“Overdraft Fees” are disclosed in the Account Disclosure and any amendments to that disclosure.

A “Package” is a level of services provided under this Agreement. There is currently one Package available: CLEAR Coverage.

“Statement Date” is the date displayed on each statement in the “Summary of Your Activity” section.

“Statement Period” is the time period from one statement date to the next statement date.

“You” and “your” refer to you or any other owner of an Account.

“We” and “us” refer to the Bank.

Eligibility Requirements

To be eligible for the Service you must be at least 18 years of age and the owner of a personal, individual or joint checking account with us.

You are not eligible for the Service if:

- You are participating in our Fresh Start program.
- The Account Balance at the time you request the Service is less than the monthly CLEAR Coverage Service Charge.
- Your Account is enrolled in our overdraft transfer service which automatically transfers funds from another account when the checking Account is overdrawn.
- Your Account is frozen, in a lockout status, or is subject to garnishment or other legal process.
- You are in bankruptcy.

Continued Eligibility / Termination of Service

In order to remain eligible for the Service, your Account must continue to meet the Eligibility Requirements as defined in this Agreement. If at any time your Account does not meet the Eligibility Requirements, we will

automatically terminate the Service on your next statement date. Written notification of the change will be sent within 5 business days of your statement date.

If your Account is temporarily or permanently locked for any reason, the Service will not be in effect.

If your Account is overdrawn for 43 consecutive business days, we will automatically cancel the Service, force close the Account and charge a NSF Forced closure fee.

CLEAR Coverage and Costs

CLEAR Coverage provides a **\$50.00** Grace Zone. CLEAR Coverage will pay items on negative Account Balances up to your Grace Zone of negative -\$50.00 and charge **reduced** Negative Balance and Consecutive Day overdrawn fees of **\$10.00**. Fees charged as well as the amount of the overdraft item are subtracted from the Grace Zone amount. Your Grace Zone is not available for in branch teller processed transactions or automatic transfer of funds between accounts.

Paying overdrafts **beyond the Grace Zone** is not guaranteed and we typically do not pay overdrafts if your account is not in good standing or you are not making regular deposits. Overdraft Fees that you could be charged beyond the Grace Zone include the Negative Balance and Consecutive Day overdrawn fee of **\$28.00** and the Charge to Return check fee of **\$27.00**.

This service will work in conjunction with your opt-in choice for ATM and everyday debit card transactions in the Grace Zone and beyond.

The CLEAR Coverage Service Charge for this Package is **\$10.00** per month. If the service charge brings your Account Balance overdrawn, the Negative Balance and Consecutive Day overdrawn fee may apply.

When we approve your request for the Service in connection with an Account, we will withdraw the applicable CLEAR Coverage Service Charge from that Account on the next calendar day, excluding Sundays and legal holidays, and the Service will take effect on that date. Beginning with the second statement following your request for the Service, we will automatically withdraw the CLEAR Coverage Service Charge from that Account on each statement date, until the Service is cancelled. If your Statement Date falls on a weekend or legal holiday, the Service Charge will be withdrawn on the previous business day.

Overdraft Fees

Negative Balance Fee	\$10.00 reduced fee if your <u>Account Balance is overdrawn \$50.00 or less</u> OR \$28.00 if your Account Balance is overdrawn more than \$50.00 Charged the 1st day your account is overdrawn* .
Consecutive Day overdrawn fee	\$10.00 reduced fee if your <u>Account Balance is overdrawn \$50.00 or less</u> OR \$28.00 if your Account Balance is overdrawn more than \$50.00 Charged the 2nd day your account is overdrawn* and each day overdrawn until your account is positive. Limit of 13 fees per consecutively overdrawn period.
Charge to return check (NSF or unavailable funds)	\$27.00 (limit of one fee per day). This fee would only be charged beyond the Grace Zone.

*"Overdrawn" is defined as the Account Balance is below \$0 after all items have been processed for that day. Fees are charged Monday-Saturday excluding federal holidays the Bank is closed.

Excessive overdrafts will result in significant Overdraft Fees. Use of the Service will result in your Account being overdrawn. More than one Overdraft Fee may be charged against your account each day. For example, you could be charged a Consecutive Day overdrawn fee because your Account Balance is overdrawn and if the Bank returned a check beyond the Grace Zone you would also be charged a Charge to return check fee. You must bring your

account positive as soon as possible to avoid Overdraft Fees. The Charge to return check fee is charged when you do not have enough money in your account to cover a transaction beyond the Grace Zone and the Bank returns the item unpaid. **Transactions are processed after the Bank is closed and at this time Overdraft Fees are assessed. Transactions are processed in date/time order, credits will generally post before debits and checks will post in check number order.** The categories of transactions for which a fee may apply include ATM and everyday debit card transactions, if you have opted in to the overdraft service for those transactions, checks and other transactions made using your checking account number, automatic bill payments and preauthorized automatic debits, telephone-initiated, online banking, or electronic transfers, and service charges.

CLEAR Coverage Rebate

If you have not used the Service (i.e., a Negative Balance or Consecutive Day overdrawn fee has not been charged to your account) during a full statement period, we will deposit into your Account an amount equal to 50% of the last CLEAR Coverage Service Charge paid in the previous statement period on the next statement date.

Canceling CLEAR Coverage Service

You may cancel your CLEAR Coverage service by contacting our Customer Service Center at 1-800-235-INFO (4636) or visiting any branch location. If you request to cancel the Service, the cancellation will take effect as of your next statement date.

If you chose to close your Account:

- The Service will be automatically cancelled on the date you close the Account.
- No CLEAR Coverage Service Charges paid prior to the cancellation will be refunded, nor will you receive any unpaid CLEAR Coverage Rebate for which you might have been eligible.

Change in Terms

We reserve the right to change the terms of this Agreement, or to cancel or discontinue the Service, at any time with notice to you as required by law.

For Balance Information and Questions

You can obtain your **current Account Balance**, your Grace Zone amount, and the amount remaining within your Grace Zone by calling our automated phone banking system at **1-800-235-INFO (4636) and choosing Option 3**. If you have questions or need more information, call our Customer Service Representatives at 1-800-235-4636 from 8am – 7pm CST Mon – Fri or 9am – 3pm Sat or visit your nearest branch.

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